



PATENT
Customer No. 22,852
Attorney Docket No. 2356.0043-03

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of:)
)
Philippe SANSONETTI et al.) Group Art Unit: 1645
)
Application No.: 10/814,589) Examiner: NAVARRO, Albert Mark
)
Filed: April 1, 2004) Confirmation No.: 5870
)
For: TRANSFORMED SHIGELLA)
)

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Sir:

TERMINAL DISCLAIMER

Assignees, Institut Pasteur and Institut National de la Sante et de la Recherche Medicale, duly organized under the laws of France and having their principal places of business at 25-28 rue du Docteur Roux, 75724 Paris, Cedex 15, France and 101 rue de Tolbiac, 75654 Paris, Cedex 15, France, respectively, represent that they are the assignees of the entire right, title, and interest in and to the above-identified application, Application No. 10/814,589, filed April 1, 2004, for TRANSFORMED SHIGELLA in the names of Philippe Sansonetti and Annick Fontaine, as indicated by Assignment duly recorded in the United States Patent and Trademark Office at Reel 5277, Frame 0539 on March 21, 1990. Assignees, Institut Pasteur and Institut National de la Sante et de la Recherche Medicale, further represent that they are the assignees of the entire right, title and interest in and to U.S. Patent No. 5,762,941, as indicated by the same

Assignment. In support of these representations assignees submit herewith a Submission Under 37 C.F.R. § 3.73(b).

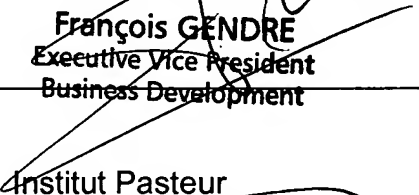
To obviate a double patenting rejection, assignees hereby disclaim, except as provided below, the terminal part of the statutory term of any patent granted on the instant application, which would extend beyond the expiration date of the full statutory term defined in 35 U.S.C. §§ 154 to 156 and 173, as presently shortened by any terminal disclaimer, of prior Patent No. 5,762,941. Assignees hereby agree that any patent so granted on the instant application shall be enforceable only for and during such period that it and the prior patent are commonly owned. This agreement runs with any patent granted on the instant application and is binding upon the grantee, its successors or assigns.

In making the above disclaimer, assignees do not disclaim the terminal part of any patent granted on the instant application that would extend to the expiration date of the full statutory term as defined in 35 U.S.C. §§ 154 to 156 and 173 of the prior patent, as presently shortened by any terminal disclaimer, in the event that the prior patent later expires for failure to pay a maintenance fee, is held unenforceable, is found invalid by a court of competent jurisdiction, is statutorily disclaimed in whole or in part, is terminally disclaimed under 37 C.F.R. § 1.321, has all claims canceled by a reexamination certificate, is reissued, or is in any manner terminated prior to the expiration of its full statutory term as presently shortened by any terminal disclaimer.

The undersigned are authorized to act on behalf of assignees Institut Pasteur and Institut National de la Sante et de la Recherche Medicale.

We hereby declare that all statements made of our own knowledge and belief are true and that all statements made on information and belief are believed to be true and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

Respectfully submitted,

By: 
Name: **François GENDRE**
Title: **Executive Vice President
Business Development**
Assignee: **Institut Pasteur**

Dated: 27 FEB. 2006

By: 
Name: **Christian BRECHOT**
Title: **General Director**
Assignee: **Institut National de la Sante et de
la Recherche Medicale**

Dated: 09 FEB. 2006

**INSTITUT NATIONAL DE LA SANTE
ET DE LA RECHERCHE MEDICALE
101, rue de Tolouse
75013 PARIS CEDEX 13**



PATENT
Customer No. 22,852
Attorney Docket No. 2356.0043-03000

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of:)
Philippe SANSONETTI et al.) Group Art Unit: 1645
Application No.: 10/814,589) Examiner: NAVARRO, Albert Mark
Filed: April 1, 2004) Confirmation No.: 5870
For: TRANSFORMED SHIGELLA)

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Sir:

SUBMISSION UNDER 37 C.F.R. § 3.73(b)

Assignees, Institut Pasteur and Institut National de la Sante et de la Recherche Medicale, duly organized under the laws of France and having their principal places of business at 25-28 rue du Docteur Roux, 75724 Paris, Cedex 15, France and 101 rue de Tolbiac, 75654 Paris, Cedex 15, France, represent that they are the assignees of the entire right, title and interest in and to the above-identified application, Application No. 10/814,589, filed April 1, 2004, for TRANSFORMED SHIGELLA in the names of Philippe Sansonetti and Annick Fontaine, as indicated by Assignment duly recorded in the United States Patent and Trademark Office at Reel 5277, Frame 0539 on March 21, 1990. Copies of the recorded Assignment and the Notice of Recordation are attached hereto.

BEST AVAILABLE COPY

As indicated on the Notice of Recordation, the Assignment was filed in Application No. 07/460,946. The instant application is a continuation of Application No. 08/466,698, filed June 6, 1995 (abandoned), itself a continuation of Application No. 08/118,100, filed September 8, 1993 (now U.S. Patent No. 5,762,941), which is a continuation of Application No. 07/460,946, filed March 21, 1990 (abandoned). By its terms, the Assignment transfers the inventors' rights in the above-identified application and in U.S. Patent No. 5,762,941 to Institut Pasteur and Institut National de la Sante et de la Recherche Medicale. Institut Pasteur and Institut National de la Sante et de la Recherche Medicale retain joint ownership of the entire right, title, and interest in and to the above-identified application and in U.S. Patent No. 5,762,941.

The undersigned are authorized to act on behalf of assignees Institut Pasteur and Institut National de la Sante et de la Recherche Medicale.

We hereby declare that all statements made of our own knowledge and belief are true and that all statements made on information and belief are believed to be true and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

Respectfully submitted,

By: Franois GENDRE
Name: Executive Vice President
Title: Business Development
Assignee: Institut Pasteur

Dated: 27 FEB. 2006

By: Christian BRECHOT
Name: General Director
Title: General Director
Assignee: Institut National de la Sante et de
la Recherche Medicale

Dated: 09 FEB. 2006

INSTITUT NATIONAL DE LA SANTE
ET DE LA RECHERCHE MEDICALE
101, rue de l'Arbre
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Patent and Trademark Office

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OF PATENTS AND TRADEMARKS
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JUN 11 1990

FINNEGAN, HENDERSON,
FARABOW, GARRETT & DUNNE

TO: FINNEGAN, HENDERSON FARABOW ET. AL.
1300 I STREET, NW
WASHINGTON, DC 20005

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF
THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS
AVAILABLE AT THE U.S. PATENT AND TRADEMARK OFFICE ON THE REEL AND FRAME
NUMBER REFERENCED BELOW. A DIGEST OF THE DOCUMENT HAS ALSO BEEN MADE
AND APPEARS IN THE OFFICE'S RECORDS AS SHOWN:

ASSIGNOR: 001 SANSONETTI, PHILIPPE
ASSIGNOR: 002 FONTAINE, A NNICK

DOC DATE: 02/23/90
DOC DATE: 02/23/90

RECORDATION DATE: 03/21/90 NUMBER OF PAGES 001 REEL/FRAME 5277/0539

DIGEST: ASSIGNMENT OF ASSIGNORS INTEREST

ASSIGNEE: 501 INSTITUT PASTEUR, 25-28 RUE DU DR. ROUX - 75724 PARIS CED
EX (15) FRANCE

ASSIGNEE: 502 INSTITUT NATIONAL DE LA SANTE ET DE LA RECHERCHE MEDICALE
101 RUE DE TOLBIAC - 75654 PARIS CEDEX 13 (FRANCE)

SERIAL NUMBER 7-460946 FILING DATE 00/00/00
PATENT NUMBER ISSUE DATE 00/00/00

BEST AVAILABLE COPY

date
6/11/90

ASSIGNMENT

SOLE/JOINT INVENTION
(U.S. Rights Only)

WHEREAS I/We, the below named inventor(s), [hereinafter referred to as Assignor(s)], have made an invention entitled:

TRANSFORMED SHIGELLA

(Title of Invention)

for which I/We executed an application for United States Letters Patent concurrently herewith or filed an application for United States Letters Patent on _____, 19 ____ (Serial No. _____); and

WHEREAS, INSTITUT PASTEUR & INSTITUT NATIONAL DE LA SANTE ET DE LA RECHERCHE MEDICALE (Full Name of Assignee)

is a corporation of FRANCE

(Country of Incorporation)

whose post office address is 1) 25-28 rue du Dr. Roux - 75724 PARIS CEDEX (15) France
2) 101 rue de Tolbiac - 75654 PARIS CEDEX 13 (France)

(hereinafter referred to as Assignee), is desirous of securing the entire right, title, and interest in and to this invention, the application for United States Letters Patent on this invention and the Letters Patent to be issued upon this application;

NOW THEREFORE, be it known that, for good and valuable consideration the receipt of which from assignee is hereby acknowledged, I/We, as assignor(s), have sold, assigned, transferred, and set over, and do hereby sell, assign, transfer, and set over unto the assignee, its lawful successors and assigns, my/our entire right, title, and interest in and to this invention and this application, and all divisions, and continuations thereof, and all Letters Patent of the United States which may be granted thereon, and all reissues thereof; and I/We hereby authorize and request the Commissioner of Patents and Trademarks of the United States to issue all Letters Patent for this invention to assignee, its successors and assigns, in accordance with the terms of this Assignment;

AND, I/WE HEREBY further covenant and agree that I/We will, without further consideration, communicate with assignee, its successors and assigns, any facts known to me/us respecting this invention and testify in any legal proceeding, sign all lawful papers when called upon to do so, execute and deliver all papers that may be necessary or desirable to perfect the title to this invention in said assignee, its successors and assigns, execute all divisional, continuation, and reissue applications, make all rightful oaths and generally do everything possible to aid assignee, its successors and assigns, to obtain and enforce proper patent protection for this invention in the United States, it being understood that any expense incident to the execution of such papers shall be borne by the assignee, its successors and assigns.

IN TESTIMONY WHEREOF, I/We have hereunto set our hand(s).

1. FULL NAME OF SOLE OR FIRST ASSIGNOR SANSONETTI Philippe	ASSIGNOR'S SIGNATURE <i>[Signature]</i>	DATE 23/02/90
ADDRESS 13 bld Brune - 75014 PARIS (France)	CITIZENSHIP French	
2. FULL NAME OF SECOND ASSIGNOR, IF ANY FONTAINE Annick	ASSIGNOR'S SIGNATURE <i>[Signature]</i>	DATE Feb 23, 1990
ADDRESS 18 rue Liancourt 75014 PARIS (France)	CITIZENSHIP French	
3. FULL NAME OF THIRD ASSIGNOR, IF ANY	ASSIGNOR'S SIGNATURE	DATE
ADDRESS	CITIZENSHIP	
4. FULL NAME OF FOURTH ASSIGNOR, IF ANY	ASSIGNOR'S SIGNATURE	DATE
ADDRESS	CITIZENSHIP	
5. FULL NAME OF FIFTH ASSIGNOR, IF ANY	ASSIGNOR'S SIGNATURE	DATE
ADDRESS	CITIZENSHIP	
6. FULL NAME OF SIXTH ASSIGNOR, IF ANY	ASSIGNOR'S SIGNATURE	DATE
ADDRESS	CITIZENSHIP	

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